the prescribed radii absolute and arbitrary powers, the exercise of which was dependent solely upon caprice, and which had no necessary connection with public safety, health, or morals, and was of such a nature that the governing body itself could not safely or lawfully be entrusted with them. The Nebraska Supreme Court, in deciding the case, adopted the above arguments, and held the act unconstitutional as an unlawful delegation of power.

Insurance Rebates.—Though the giving of rebates by life insurance companies is prohibited by law, an insurance contract procured by the giving of such rebates is neither illegal nor invalid so as to authorize the insured to recover the premiums paid on such contract. Such is the decision of the Wisconsin Supreme Court in Laun *v.* Pacific Mutual Life Insurance Company, 111 Northwestern Reporter, 660.

Right to Sell Artesian Water.—The Supreme Court of Colorado, in City of La Junta *v.* Heath, 88 Pacific Reporter, 459, held an ordinance requiring persons peddling artesian water to obtain a permit and to pay a license tax to be void, as interfering with the right to pursue a lawful calling. The court said that the business of selling water was a lawful occupation and distinguishable from the business of selling liquor, where the character of the person applying for the privilege became a proper subject of inquiry. Granting the right to a city to make the proper health regulations relative to its water supply, the court held that the ordinance in question was not enacted for that purpose.

Anomalous Indorsement of Note.—In Kistner *v.* Peters, 79 Northeastern Reporter, 311, the Supreme Court of Illinois passes upon the construction to be put on an anomalous indorsement of a promissory note. The payee had placed on the back of the note, above her name, the following indorsement: "I hereby acknowledge myself a principal maker of this note, with E. N. R., and my liability as such principal jointly with him." But the court held her liability to be that of an indorser, and not a maker. In the course if its discussion of the case the court said that it was undoubtedly true that it made no difference as to the position in which the names appeared on the note, but the liability incurred was to be determined by the intent of the parties; that a note payable to one's self is void until assigned, and it could not be believed that the payee meant to nullify the instrument by her indorsement.

Duty of Carrier to Maintain Service According to Schedule.—The New York Supreme Court, in Gerrardy *v.* Louisville & N. R. Co., 102 N. Y. Supplement, 548, holds that a musician, who boards a train two hours late and arrives at his destination two hours and twenty min-